



U.S. Department of Justice

Federal Bureau of Prisons

Federal Medical Center
"J" Street, P.O. Box 27066
Fort Worth, Texas 76127

April 1, 2008

RE: RFQ 50507-011-08, Test Administrator

Dear Quoter:

Following is a solicitation package prepared by the Federal Bureau of Prisons for the provision of Test Administrator Services for female inmates at the Federal Medical Center - Carswell in Fort Worth, Texas. This solicitation contains all the necessary information for submitting a quote for evaluation.

When submitting quotes, quoters should consider all information provided in the solicitation. Please carefully follow all instructions located in the solicitation package concerning the content, format, and submission of quotes.

All potential quoters are advised they will be required to register in the Central Contractor Registration (CCR) database and provide a Data Universal Number System (DUNS) number in their quotations. Failure to complete the registration procedures outlined in this solicitation may result in elimination from consideration for award. You are also required to complete On-line Representations and Certifications at <http://orca.bpn.gov>. Once you complete the ORCA requirement, you do not need to submit 52.212-3, Offeror Representations and Certifications with your quote, only submit paragraph (l).

Quotes shall be received on or before the deadline of April 25, 2008, at 3:30 p.m. CST. Quotes shall be submitted to the following address:

Federal Medical Center, Carswell
P.O. Box 27066
J Street, Building 3000
Fort Worth, Texas 76127
Attn: Kristi Sambrookes, Contract Specialist

Mailed and hand-carried quotes must be delivered to the Contract Specialist at the address shown above no later than the time specified as the deadline for receipt of quotes. The official point of receipt for hand-carried quotes will be the Front Lobby Officer in the Lobby at FMC Carswell. Quotes received after the deadline will be handled in accordance with FAR 52.212-1 (f).

Page 2

Please place any questions you may have in writing and fax them to 817-782-4108, Attn: Kristi Sambrookes. All questions received will be considered and responses will be provided when appropriate. Should you have any concerns, feel free to contact me at 817-782-4126 or by E-mail at ksambrookes@bop.gov

Sincerely,

A handwritten signature in black ink that reads "Kristi Sambrookes". The signature is written in a cursive, flowing style.

Kristi Sambrookes
Contract Specialist
FMC Carswell

TABLE OF CONTENTS

	Page
SOLICITATION/CONTRACT FORM	1
A.1 STATEMENT OF WORK	2
A.2 SCHEDULE OF ITEMS/CONTRACT PRICING	3
CONTRACT CLAUSES	5
A.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	5
A.4 ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	5
A.5 52.216-18 ORDERING (OCT 1995)	5
A.6 52.216-19 ORDER LIMITATIONS (OCT 1995)	6
A.7 52.216-21 REQUIREMENTS (OCT 1995)	6
A.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	7
A.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAR 2852.201-70) (JAN 1985)	7
A.10 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (JAR 2852.223-70) (JUN 1996)	8
A.11 DEPARTMENT OF JUSTICE (DOJ) RESIDENCY REQUIREMENT - BUREAU OF PRISONS CLAUSE (JUN 2004)	8
A.12 NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (OCT 2005)	9
A.13 SECURITY OF PERSONAL DATA (DEC 2006)	9
A.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008)	11
A.15 SPECIAL CONTRACT CONDITIONS	15
SOLICITATION PROVISIONS	18
A.16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	18
A.17 ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	18
A.18 TAILORING	18
A.19 SUBMISSION OF QUOTES	18
A.20 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)	19
A.21 52.216-1 TYPE OF CONTRACT (APR 1984)	20
A.22 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)	20
A.23 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 2007)	26

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30</i>				1. REQUISITION NUMBER 0282-08		PAGE OF PAGES 1 35	
2. CONTRACT NO.		3. AWARD/EFF. DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER RFQ 50507-011-08		6. SOLICITATION ISSUE DATE 04/01/2008
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KRISTI SAMBROOKES			b. TELEPHONE NUMBER (No collect calls) 817-782-4126		8. OFFER DUE DATE/ LOCAL TIME 04/25/2008 0330 CST
9. ISSUED BY CODE		50507		10. THIS ACQUISITION IS			
FEDERAL BUREAU OF PRISONS FEDERAL MEDICAL CENTER - CARSWELL J STREET, BUILDING 3000 P.O. BOX 27066 FORT WORTH TX 76127				<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE : _____ % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS			
				NAICS: 611691			
				SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE		DELIVERY DATE		16. ADMINISTERED BY CODE			
FEDERAL MEDICAL CENTER - CARSWELL FOR: EDUCATION J STREET, BUILDING 3000 P.O. BOX 27066 FORT WORTH TX 76127				FEDERAL BUREAU OF PRISONS FEDERAL MEDICAL CENTER - CARSWELL J STREET, BUILDING 3000 P.O. BOX 27066 FORT WORTH TX 76127			
17a. CONTRACTOR/ CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
OFFEROR		TIN NO.		FEDERAL BUREAU OF PRISONS FEDERAL MEDICAL CENTER - CARSWELL J STREET, BUILDING 3000 P.O. BOX 27066 FORT WORTH TX 76127			
PHONE:		FAX:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER. <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
0001		PROVIDE SERVICES FOR TEST ADMINISTRATOR A.1 STATEMENT OF WORK A.2 SCHEDULE OF ITEMS/CONTRACT PRICING					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA FUNDS WILL BE OBLIGATED BY INDIVIDUAL TASK ORDERS						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30A. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				KRISTI SAMBROOKES			

A.1 STATEMENT OF WORK

Introduction

The Federal Bureau of Prisons, Federal Medical Center, Carswell, Fort Worth, Texas, intends to make a single award of a firm fixed price requirements type contract to a responsible entity for the provision of Test Administrator services as prescribed in the Description of Duties below for the inmate population.

Place of Performance

Services will be performed at the Federal Medical Center - Carswell located at "J" Street, Building 3000, Fort Worth, Texas 76127. Services will also be performed at the Satellite Camp and the Administrative Unit.

Supplies/Equipment

Classroom equipment, books, and related supplies will be provided by the Federal Medical Center Carswell. All records will remain the property of the facility.

Description of Duties

The Bureau of Prisons has a requirement to offer inmates opportunities for improvement of their educational levels and workplace skills while incarcerated. The contractor will administer the official General Educational Development (GED) test. The contractor will administer the official GED examinations utilizing versions in English and Spanish at a minimum of once per month for each version. The contractor will not tutor inmate students while administering the GED examinations. The contractor will coordinate students to be tested with the Literacy Coordinator and/or the Supervisor of Education. The contractor will work with the GED coordinator to determine testing dates. The contractor will also administer the official GED practice test at a minimum of once per month. The contractor will work with the GED coordinator to determine testing dates.

The contractor will also administer the official CASAS tests (placement, achievement and certification levels) at a minimum of once per month. Since the contractor will administer the CASAS tests, the contractor will not teach English as a Second Language. The contractor will coordinate with the ESL Coordinator to determine students to be tested for CASAS tests. The contractor will also administer exams for college correspondence courses and vocational programs on an as needed basis. The contractor will administer the Test of Adult Basic Education (TABE) in English and Spanish.

The contractor will follow testing procedures as outlined in testing manuals and maintain accurate detailed records of all testing sessions. The contractor will maintain strict test security procedures as well as the confidentiality of all inmate students' test scores and records.

The contractor will maintain accurate test files and records. A monthly report of testing data will be forwarded to the Supervisor of Education. Additional written reports may be requested by the Supervisor of Education. These reports are to be accomplished in a professional manner.

Special Qualifications Required

The contractor must have a Bachelors Degree from an accredited college or university, be skilled in interpersonal communications, group dynamics, counseling and one-on-one assistance for adults. The contractor must have at least two years experience in test administration. Copies of resumes and degrees must be submitted for documentation.

Inmate Management

The contractor agrees to adhere to all regulations prescribed by the institution for the safety, custody and conduct of inmates. The contractor will report absences and infractions of institution policy or test security to the Supervisor of Education. The contractor will maintain a professional relationship with the inmates at all times. Any violation of the institutional rules and regulations are to be brought to the attention of an appointed government employee in order for prompt and proper action.

Restrictions on Contract Workers

The contractor shall not supervise inmates; supervise Bureau of Prisons staff; participate in inmate accountability; requisition, sign for, or pick up supplies; formulate policy or procedures; or attend meetings, staff recalls or staff functions.

Payment Terms

The contractor may offer discount payment terms in Block 12 on the SF-1449 form. Half sessions will not be authorized for payment.

A.2 SCHEDULE OF ITEMS/CONTRACT PRICING

Services are required to be provided by the contractor in accordance with the Statement of Work included in section A.1. Contract pricing for these services shall be based on a per session rate. A session is defined as one (1) hour. The Test Administrator will perform an estimated 21 sessions per week, not to exceed 30 sessions per week. The sessions will be conducted on Monday, Tuesday and Friday between the hours of 7:30 am to 11:30 am and 12:30 pm to 3:30 pm, excluding Federal holidays.

The specific work days and hours shall be mutually agreed upon by the Supervisor of Education and the contractor and can be subject to change as the needs of the institution may vary. Due to the nature of the correctional setting, delays in the performance of work may be expected. Such delays may include, but are not limited to inclement weather, electrical or mechanical problems, or other security matters. The contractor shall allow time to process in and out of the institution. This process may take up to 30 minutes. Time spent processing into and out of FMC, Carswell should be reflected in the price quoted.

The estimate is not a representation to an offeror or contractor that the estimated quantity will be required or ordered or that conditions affecting requirements will be normal or stable.

PLEASE COMPLETE THE FOLLOWING INFORMATION WHEN PREPARING YOUR QUOTE FOR THE BASE YEAR AND TWO OPTION YEARS

BASE YEAR: Effective Date of Award (EDOA) through 12 months from Effective date of Award.
1134 Sessions @ \$_____ per session = \$_____ Estimated Maximum

OPTION YEAR 1: 13 through 24 months after Effective Date of Award
1248 Sessions @ \$_____ per session = \$_____ Estimated Maximum

OPTION YEAR 2: 25 through 36 months after Effective Date of Award
1248 Sessions @ \$ _____ per session = \$ _____ Estimated Maximum

Total Quote for the Base Year and Two Option Years: \$ _____

CONTRACT CLAUSES**A.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.212-4	FEB 2007	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS ALTERNATE I (FEB 2007)
52.212-4	FEB 2007	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

A.4 ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

The following clauses are incorporated by reference, pursuant to FAR 52.252-2:

The following clauses are incorporated into this solicitation/contract by full text as follows:

A.5 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the effective performance period through the last day of the effective performance period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

A.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one session, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of the yearly estimated quantity;
 - (2) Any order for a combination of items in excess of the yearly estimated quantity; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

A.7 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the performance period..

[End of Clause]

A.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within prior to the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

[End of Clause]

A.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAR 2852.201-70) (JAN 1985)

- (a) Leah Parrish of the Education Department, Federal Medical Center, Fort Worth, Texas, 76127, is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

[End of Clause]

**A.10 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (JAR 2852.223-70)
(JUN 1996)**

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

[End of Clause]

**A.11 DEPARTMENT OF JUSTICE (DOJ) RESIDENCY REQUIREMENT - BUREAU OF PRISONS CLAUSE
(JUN 2004)**

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. legally resided in the United States (U.S.);
2. worked for the U.S. overseas in a Federal or military capacity; or
3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

[End of Clause]

A.12 NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (OCT 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) (See Note i) entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

(1) Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term (See Note ii) contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- (a) Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- (b) Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- (c) Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
 - High Risk - Background Investigation (5 year scope)
 - Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
 - Low Risk - National Agency Check with Inquiries (NACI) investigation
- (d) The pre-appointment BI waiver requirements for all position sensitivity levels are a:
 - (1) Favorable review of the security questionnaire form;
 - (2) Favorable fingerprint results;
 - (3) Favorable credit report, if required; (See Note iii)
 - (4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
 - (5) Favorable review of the National Agency Check (NAC) (See Note iv) portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

- (e) Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

(2) Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

- (a) Favorable review of the security questionnaire form;
- (b) Favorable fingerprint results;
- (c) Favorable credit report, if required; (See Note v) and
- (d) Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

(3) Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- (a) For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
 - (b) Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
 - (c) Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
 - (d) If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
 - (e) If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
- (4) An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
- (5) The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:

FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf

- ii Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
- iii For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
- iv In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code "3" must be placed in block "B" of the "Agency Use Only" section of the investigative form. This report is available for all case types.

For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

A.13 SECURITY OF PERSONAL DATA (DEC 2006)

The work to be performed under this contract requires the exchange of personal data between the contractor and the Bureau. The contractor, by acceptance of or performance on this contract, certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personal information was, or is reasonably believed to have been, lost or acquired by an unauthorized person (subject to the exception below).

In any case in which the data that was lost or improperly acquired originated with the Bureau, was acquired or managed for the Bureau, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Bureau contracting officer so that the Bureau may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individual(s) until it receives further instruction from the Bureau.

[End of Clause]

A.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- . (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- . (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- . (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- . (4) [Reserved]
- ___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6
- ___ (iii) Alternate II (MAR 2004) of 52.219-6
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7
- ___ (iii) Alternate II (MAR 2004) of 52.219-7
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2007) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUN 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- . (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- XX (15) 52.219-28, Post-Award Small Business Program Rerepresentation (JUN 2007) (15 U.S.C. 632(a)(2)).
- XX (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- . (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- XX (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- XX (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- XX (24) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16
- ___ (28) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- ___ (29) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- XX (34) 52.232-29, Terms of Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- ___ (1) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
 - ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - XX (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - ___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351 et seq.).
- (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

A.15 SPECIAL CONTRACT CONDITIONS

TYPE OF CONTRACT:

The Government contemplates the award of a firm-fixed price requirements type contract resulting from this solicitation. It is anticipated that a contract award resulting from this solicitation will be made approximately May 1 2008.

The resulting contract will include one (1) twelve month base year and two (2) twelve (12) month option years for renewal at the unilateral discretion of the Government pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options. Pursuant to FAR 17.203(d), offerors may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

NON-PERSONAL SERVICES STATUS:

The award of this contract will result in a contractual arrangement only and will not be considered a personnel appointment with the Bureau of Prisons. The services will not constitute an employer/employee relationship. Payments to the Contractor will be based on the provision of an end product or the accomplishment of a specific task. Results to be obtained are within the Contractor's own unsupervised determination. The Contractor will not be subject to Government supervision but its efforts will be monitored for quality assurance.

REVIEWS:

The Contracting Officer or designee is authorized to review by on-site, review of records, or by any other reasonable manner, the quality of services rendered under this contract.

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COTR, whichever is appropriate.

The BOP reserves the right to require an independent audit of any invoice or bill.

PERFORMANCE:

The anticipated period of performance of the resulting contract will be as follows:

Date of Award through Twelve Months - Base year
Thirteenth Month from (DOA) through Twenty-Four Months - Option Year One
Twenty-five Months from (DOA) through Thirty -Six Months - Option Year Two

The Contractor will commence performance of this contract no later than 30 calendar days from the date of the award of this contract. In accordance with FAR 46.503 and 46.403(a)(6), the place of acceptance for services under this contract is at the Federal Medical Center Carswell, Fort Worth, Texas. The Contractor will provide the contract services independent of Government supervision.

CONTRACT ADMINISTRATION:

Contracting Officer Responsibility: Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

Contracting Officer's Technical Representative: The Contracting Officer will designate in writing COTR's who will be responsible for:

- a. Monitoring technical progress, including surveillance and assessment of performance;
- b. Interpreting the scope of work;
- c. Technical evaluation as required;
- d. Technical inspection and acceptance;
- e. Assisting in the resolution of technical problems encountered by the service provider during contract performance;
- f. Monitoring funds available for obligation;
- g. Ensuring that invoices and payments are processed in a timely manner;
- h. Assisting in the resolution of administrative problems experienced by the service provider during the contract performance.

CONTRACT SECURITY/INVESTIGATIVE REQUIREMENTS:

The following requirements apply to those individuals delivering services inside the institution.

National Crime Information Center (NCIC) checks
DOJ-99 (name check)

FD-258 (fingerprint check)
Law Enforcement Agency checks
Vouching of employers over the past five years
Resume/Personal Qualifications
Completed Contractor Pre-Employment Form
OPM-329-A (Authority for Release of information);
National Agency Check and Inquires (NACI) Check, if required;
Urinalysis Test

By signing the contract document, the contractor agrees to complete the required documents and undergo the listed procedures. Any individual who does not pass the security clearances will be unable to begin work.

All persons are advised that a urinalysis test is required on all contractors' employees for detection of marijuana and other drug usage. Any person testing positive will be disqualified from performing under the resulting contract. Any individual employed by the Contractor deemed not-satisfying by the Bureau of Prisons requirements will not be granted access to work within the confines of the secure perimeter. This is a condition of the contract.

All individuals who will enter the FMC to perform services on a recurring basis will be required to attend a Institution Orientation course held at the Federal Medical Center. The contractor's costs for contract staff to attend this training will be the responsibility of the contractor. The COTR will be responsible for scheduling training for all applicable contract staff.

INSURANCE REQUIREMENTS:

As required by FAR clause 52.228-5 entitled "Insurance -- Work on a Government Installation," the contractor will, at its own expense, provide and maintain during the entire performance of the resulting contract, at least the kinds and minimum amounts of insurance as listed below:

Workers Compensation & Employers Liability: The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational disease are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

Comprehensive General Liability: \$500,000 per accident or occurrence for bodily injury. These insurances will include contractor protective and liability.

Before commencing work under this contact, the contractor shall certify to the Contracting Officer that the required insurance has been obtained.

SOLICITATION PROVISIONS

A.16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnett.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
52.212-1	SEP 2006	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS
52.217-5	JULY 1990	EVALUATION OF OPTIONS
52.237-1	APR 1984	SITE VISIT

A.17 ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**A.18 TAILORING**

In accordance with FAR 12.302(a), the provision at 52.212-1 is hereby tailored to modify the following elements of the provision.

At paragraph (c) "Period for Acceptance of Offers," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (d) "Product samples", this paragraph is deleted in its entirety as it has been determined to be not applicable to the solicitation.

At paragraph (h) "Multiple Awards," this paragraph is deleted in its entirety as it has been determined to be not applicable to the solicitation/contract.

At paragraph (i) "Availability of requirements documents cited in the solicitation," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation/contract.

A.19 SUBMISSION OF QUOTES

Sealed quotes shall be submitted on or before the quote deadline specified in Block 8 of the Standard Form 1449, page 1 of this solicitation. Quotes shall be submitted to the following address:

Kristi Sambrookes, Contract Specialist
Federal Bureau of Prisons
Federal Medical Center Carswell
P.O. Box 27066
J Street, Building 3000

Fort Worth, TX 76127

Mailed and hand-carried quotes must be delivered to the Contracting Officer or Contract Specialist at the address shown above no later than the time specified as the deadline for receipt of quotes. The official point of receipt for hand-carried quotes will be at the front lobby area of the address listed above. Quotes received after the proposal deadline will be handled in accordance with FAR 52.212-1(f).

Each quoter shall complete and submit the following forms, clauses, and statements with his/her quote. Failure to do so may cause your quote to be considered as unacceptable.

1. Standard Form 1449
2. Schedule of Items/Contract Pricing
3. Business Management Questionnaire
4. 52.212-3 Offeror Representations and Certifications, Paragraph (I)
5. Certificates/Resumes

All potential offerors are advised that this solicitation includes the clause at FAR 52.212-4 for commercial items which at paragraph (t), Central Contractor Registration (CCR), requires all contractors doing business with the Federal Government after September 30, 2003, to be registered in the CCR database. Offerors should include their Data Universal Numbering System (DUNS) number in their offers. The Contracting Officer will verify registration in the CCR database prior to award by entering the potential awardee's DUNS number into the CCR database. Failure to complete the registration procedures outlined in this clause may result in elimination from consideration for award.

Faith-Based and Community-Based Organizations have the right to submit offers/bids equally with other organizations for contracts for which they are eligible.

The following provisions are incorporated into this solicitation by full text as follows:

A.20 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price
Past Performance
Technical

Technical and past performance, when combined, are 50%.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

[End of Provision]

A.21 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Requirements contract with firm fixed price units contract resulting from this solicitation.

[End of Provision]

A.22 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)

Faith-based and Community-based organizations can submit offers/bids/quotations equally with other organizations for contracts for which they are eligible.

[End of Provision]

FEDERAL BUREAU OF PRISONS
SERVICE CONTRACT BUSINESS MANAGEMENT QUESTIONNAIRE

Purpose:

The policy of the Federal Bureau of Prisons in acquiring services is to encourage firms lawfully engaged in the practice of performing Government required services to submit a statement of qualifications and performance data.

This questionnaire should only be submitted by a related services organization when requested to do so by the specific provisions of a solicitation, requested by the Contracting Officer, or public announcement.

This questionnaire may be used as a basis for selecting firms for discussions, or screening organizations preliminary to inviting submission of additional information.

Definitions:

- (a) **"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).
 - (b) **"Parent Company"** is that firm, company, corporation, association, or conglomerate which is the major stockholder or highest tier owner of the firm completing the questionnaire; (i.e. Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" is Corporation C).
 - (c) **"Joint Venture"** is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.
 - (d) **"Consultant"** as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
 - (e) **"Specialists and Individual Consultants"** as used in this questionnaire, refer to individuals who have major project responsibility, or will provide **unusual or unique capabilities for the services under consideration**.
- 2. **Discipline** as used in this questionnaire, refers to the primary capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary discipline.
 - 3. **Prime** refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services produce a completed task. The prime would normally be regarded as having full responsibility and liability for quality of performance by itself, as well as by subcontractor professionals under its jurisdiction.

Instructions for Filing. ALL INFORMATION SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE SHALL BE CURRENT AND FACTUAL. (Provide information responding to Items 1 through 5 as an attachment):

- 1. Give name and location of the project for which this questionnaire is being submitted.
- 2. Type accurate and complete name of submitting individual, firm (or joint venture), address, and zip code. Include date of preparation. (Attach additional pages, if necessary.)
 - 2a. Include the name, title, and telephone number of not more than two principals who will serve as the point of contact. Such individual(s) must be empowered to speak for the firm on

policy and contractual matters and should be familiar with the programs and procedures of the agency to which this questionnaire is directed. (Attach additional pages, if necessary.)

- 2b. Give the address of the specific office which will have responsibility for performing the announced work. (Attach additional pages, if necessary.)
3. Provide the number of personnel by discipline presently employed (on the date of this questionnaire) at office specified in 2b above. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with their primary function. Include clerical personnel as "administrative." (Attach additional pages, if necessary.)
4. Provide the names and addresses of all individuals, organizations, and primary subcontractors expected to be included as part of the venture and describe their particular areas of responsibility, (i.e., administration, financial, architectural, structural, mechanical, electrical, civil, environmental, etc.). (Attach additional pages, if necessary.)
 - 4a. Indicate whether these particular entities have worked together on other projects, if any, and include a brief description. (Attach additional pages, if necessary.)
5. List **five** (5) of the most recent and relevant contracts, agreements, projects, etc. (federal, state, local government, as well as commercial) in the past three years, especially significant are those which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. Consideration will be given to projects which illustrate respondent's positive capability for performing work similar to that being sought, in relation to criteria located in Section M.5.

Required information must include: (Attach additional pages as necessary.)

- (a) name and location of project.
- (b) brief description of type and extent of services provided for each project (submission by joint venture shall indicate which member of the venture was the prime on that particular project and the role it played).
- (c) contract number.
- (d) type of contract

negotiated:___ sealed bid:___ fixed price:___
cost reimbursement:___ other (specify): _
- (e) complexity of work: difficult___ routine___
- (f) name, address, fax and telephone number of the owner of the project (if Government agency, indicate responsible office).
- (g) contract amount: _____.
- (h) status: Active___ Complete___.
- (i) date of award:_____ contract completion date (including extension): ___ portion of cost of project for which the named firm was responsible:
- (j) type and extent of subcontracting: _____
- (k) name, address, fax and telephone number of the Contracting Officer's Technical Representative (COTR):

A separate report shall be completed for all contracts identified. A performance evaluation form will be submitted to the COTR for completion and will be used to evaluate your organization's past

performance. The Government will not be limited to reviewing only the information provided by the offeror. Outside information may be obtained and considered.

FEDERAL BUREAU OF PRISONS SERVICE
CONTRACT BUSINESS MANAGEMENT QUESTIONNAIRE

Organization Name: _____

2. How many years has the organization been in business as a residential services contractor? _____
3. Under what other or former names has your organization operated? _____
4. If your organization is a corporation, provide the following:
 - (i) Date of incorporation: _____
 - (ii) State of incorporation: _____
 - (iii) Identify President (CEO), Vice President, Treasurer and Secretary (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____
5. If your organization is a partnership, provide the following:
 - (i) Date of organization: _____
 - (ii) Type of partnership (if applicable): _____
 - (iii) Name(s) of general partner(s) (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____
6. If your organization is individually owned, provide the following:
 - (i) Date of organization: _____
 - (ii) Name of owner (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____
 - (iii) If the form of your organization is other than that listed above, describe it and the name of the principals (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____
7. LICENSING. (Attach additional pages as necessary.)
 - a. List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
 - b. List jurisdictions in which your organization's or trade name is filed.
8. EXPERIENCE. (Attach additional pages as necessary.)
 - a. List the categories of work that your organization performs.

- b. Claims and Suits. (If the answer to any of the questions below is yes, attach details.)
 - (i) Has your organization and/or its principals ever failed to complete any work awarded to it?
 - (ii) Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers or its principals?
 - (iii) Has your organization or its principals filed any lawsuits or requested arbitration with regard to contracts within the last five years?
 - c. Has any personnel of your organization ever been an officer of another organization when it failed to complete a contract? (If yes, attach details.)
 - d. Has your organization or any of the principals declared bankruptcy within the past seven years? (If yes, attach details.)
 - e. List all past and present contracts with the Federal Government awarded to you, your organization, or any of the principals (Attach additional pages, if necessary).
9. FINANCIAL DATA. (Attach additional pages as necessary.)
- a. Trade References.
 - b. Bank References.
10. PROOF OF FINANCING
- 10a. Attach a financial statement, preferably audited, including your organization's latest balance sheet, cash flow statement, and income statement providing at a minimum the following items:
- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);
 - Net fixed Assets;
 - Other Assets;
 - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - Other liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).
- 10b. Name and address of firm preparing attached financial statement, and date:
- 10c. Is the attached financial statement for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

11. SIGNATURE

18 U.S.C. 1001, False Statements Act provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false,

fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Dated _____ this _____ day of 20__

Name of Organization _____

By: _____

Title: _____

M _____ being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of 20__

Notary Public:

My Commission Expires:

A.23 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either--
 - (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
 - (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246--
 - (1) Previous contracts and compliance. The offeror represents that--
 - (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It ☐ has, ☐ has not filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)
 - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."
 - (2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN

(List as necessary)
 - (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

LINE ITEM NO

(List as necessary)

- (3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).
 [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

- ☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).
 The offeror ☐ does ☐ does not certify that--

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that--

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[End of Provision]